

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

JARON ENNIS

(b) County of Residence of First Listed Plaintiff Philadelphia
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

Arnold C. Joseph, Esq.
Joseph & Associates

DEFENDANTS

NOW BOXING PROMOTIONS

County of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
| Citizen of This State | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input checked="" type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
28 USC Section 1332(a)(1)

Brief description of cause:
Breach of Contract

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
1,000,000.00

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE _____

DOCKET NUMBER _____

DATE

SIGNATURE OF ATTORNEY OF RECORD

February 7, 2024

Arnold C. Joseph

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

DESIGNATION FORM

(to be used by counsel to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff: 405 Welsh Road, Philadelphia, Pa. 19115

Address of Defendant: 9269 Tournament Canyon Drive, Las Vegas, Nevada 89144

Place of Accident, Incident or Transaction: Philadelphia, Pennsylvania

RELATED CASE IF ANY: N/A

Case Number: _____ Judge: _____ Date Terminated _____

Civil cases are deemed related when **Yes** is answered to any of the following questions:

- | | | |
|--|------------------------------|-----------------------------|
| 1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit Pending or within one year previously terminated action in this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. Does this case involve the validity or infringement of a patent already in suit or any earlier Numbered case pending or within one year previously terminated action of this court? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Is this case a second or successive habeas corpus, social security appeal, or pro se case filed by the same individual? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

I certify that, to my knowledge, the within case ☐ is / ☒ is not related to any now pending or within one year previously terminated action in this court except as note above.

DATE: 02/07/2024

Arnold Joseph

Attorney-at-Law *(Must sign above)*

58500

Attorney I.D. # (if applicable)

Civil (Place a ☒ in one category only)

A. Federal Question Cases:

- ☐ 1. Indemnity Contract, Marine Contract, and All Other Contracts)
- ☐ 2. FELA
- ☐ 3. Jones Act-Personal Injury
- ☐ 4. Antitrust
- ☐ 5. Wage and Hour Class Action/Collective Action
- ☐ 6. Patent
- ☐ 7. Copyright/Trademark
- ☐ 8. Employment
- ☐ 9. Labor-Management Relations
- ☐ 10. Civil Rights
- ☐ 11. Habeas Corpus
- ☐ 12. Securities Cases
- ☐ 13. Social Security Review Cases
- ☐ 14. Qui Tam Cases
- ☐ 15. All Other Federal Question Cases. *(Please specify):* _____

B. Diversity Jurisdiction Cases:

- ☒ 1. Insurance Contract and Other Contracts
- ☐ 2. Airplane Personal Injury
- ☐ 3. Assault, Defamation
- ☐ 4. Marine Personal Injury
- ☐ 5. Motor Vehicle Personal Injury
- ☐ 6. Other Personal Injury *(Please specify):* _____
- ☐ 7. Products Liability
- ☐ 8. All Other Diversity Cases: *(Please specify)* _____

ARBITRATION CERTIFICATION

(The effect of this certification is to remove the case from eligibility for arbitration)

I, Arnold C. Joseph, counsel of record or pro se plaintiff, do hereby certify:



Pursuant to Local Civil Rule 53.2 § 3(c)(2), that to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000.00 exclusive of interest and costs:



Relief other than monetary damages is sought.

DATE: February 7, 2024

Arnold Joseph
Attorney-at-Law *(Sign here if applicable)*

58500

Attorney ID # (if applicable)

NOTE: A trial de novo will be a jury only if there has been compliance with F.R.C.P. 38.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

CASE MANAGEMENT TRACK DESIGNATION FORM

JARON ENNIS

v.

NOW BOXING PROMOTIONS

:
:
:
:
:

CIVIL ACTION

NO.

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a Case Management Track Designation Form specifying the track to which that defendant believes the case should be assigned.

SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS:

- (a) Habeas Corpus – Cases brought under 28 U.S.C. § 2241 through § 2255. ()
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ()
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 53.2. ()
- (d) Asbestos – Cases involving claims for personal injury or property damage from exposure to asbestos. ()
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ()
- (f) Standard Management – Cases that do not fall into any one of the other tracks. (X)

02/07/2024

Date

(215) 380-8334

Telephone

ARNOLD C. JOSEPH

Attorney-at-law

(215) 701-2092

FAX Number

JARON ENNIS

Attorney for

acjoseph8@gmail.com

E-Mail Address

(Civ. 660) 10/02



**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

JARON ENNIS

Plaintiff,

v.

NOW BOXING PROMOTIONS

Defendants.

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:
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:
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CIVIL ACTION NO.:

/

VERIFIED COMPLAINT

Plaintiff, Jaron Ennis (hereinafter alternatively referred to as either “ENNIS” or “Plaintiff”), by his attorney, Arnold C. Joseph, Esq., for his Complaint against Defendant, NOW Boxing Promotions (hereinafter alternatively referred to as either “NOW” or “Defendant”) states as follows:

PARTIES

1. Plaintiff, a professional boxer, is a resident of the Commonwealth of Pennsylvania who resides in Philadelphia, Pennsylvania.
2. Upon information and belief Defendant is a Nevada resident whose address is 9269 Tournament Drive, Las Vegas, Nevada, who has represented to Plaintiff that it is a licensed boxing promoter.

JURISDICTION

3. This Court has original jurisdiction over the subject matter of this case pursuant to 28 U.S.C. § 1332(a)(1) because it is a civil action where the matter in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs, and is between citizens of different states.

VENUE

4. Venue is properly laid in this Court pursuant to 28 U.S.C. § 1391 (a) (2) because it is a judicial district in which a substantial part of the events and omissions giving rise to Plaintiff’s claims occurred. Venue is also

properly laid in this Court because the parties have agreed and consented, through the Contract at issue herein, that venue is properly laid in the Eastern District of Pennsylvania.

FACTS COMMON TO ALL COUNTS

PRELIMINARY STATEMENT

5. In this Complaint Plaintiff, a professional boxer, who is entering the prime of his professional boxing career, seeks declaratory relief declaring that an Exclusive Promotional Rights Agreement (hereinafter the “Agreement”), entered into between Plaintiff and Defendant is void *ab initio* and unenforceable because it is illusory and lacks mutuality of obligation by virtue of various clauses which do not provide specifics with respect to the amount which Defendant is obligated to pay Plaintiff for his participation in Professional boxing matches during the term of the Agreement. Plaintiff also seeks injunctive relief enjoining Defendant from taking any steps to enforce the Agreement and preventing Plaintiff from engaging in professional boxing matches.

Additionally, Plaintiff seeks damages for injuries suffered as a result of Defendant’s breach of the Agreement. Specifically, as will be set forth below, the Agreement provided that Defendant was responsible for providing Plaintiff the opportunity to participate in 14 professional boxing matches between January 23, 2019, and May 2023. Defendant, however, only offered Plaintiff the opportunity to participate in 9 professional boxing matches during that period of time. As a consequence, thereof Plaintiff has not been compensated for his participation in those bouts and consequently Defendant is liable to Plaintiff for the amount Plaintiff should have received for his participation in those bouts as well as for the amounts which Plaintiff would have earned from ancillary opportunities which would have arisen had he been given an opportunity to participate in those bouts.

RELEVANT FACTS

The Agreement

7. On or about January 23, 2019, in reliance on Defendant’s representations that:

- it was a licensed boxing promoter; and
- that it was capable of and willing to give Plaintiff the opportunity to participate in a specific number of

professional boxing bouts during the term of the Agreement; and

Plaintiff entered into the Agreement with Defendant. A copy of the Agreement is attached hereto and marked Exhibit A.

6. Through the Agreement Plaintiff (defined as “Fighter” therein) granted to Defendant (defined as “Promoter” therein) the exclusive right to promote all of Plaintiff’s professional boxing matches during the term of the Agreement, thereby precluding Plaintiff, with very limited exceptions, from participating in bouts scheduled or promoted by any person or entity other than Defendant. (See Exhibit A, ¶¶ 1 and 7).
7. The Agreement provides as follows, with respect to its duration:

2. Term

- (a) The term of this Agreement (the “term”) shall commence on the date hereof and shall continue for the period through May 22, 2023, unless terminated sooner or extended further pursuant to a specific provision of this Agreement.

6. Championship Title Defense Bouts

- If during the term of this Agreement and any extension thereof and the three (3) month period following termination of this Agreement for any reason or expiration of the Term, Fighter shall be recognized as world champion in any weight class, either by the WBC, WBA, IBF, WBO, IBO (or an equivalent world title sanctioning body), Promoter shall have the exclusive right and option to promote the Fighter’s first Eight (8) title defenses or Bouts subject to the following conditions:

- (a) Fighter’s minimum purse for each such Title Defense shall be negotiated.

- (c) The Term of this Agreement shall be extended for such period of time as is required for presentation of the Eight (8) title defenses or bouts: however, such period of time shall not exceed forty-eight (48) months.

- (See Exhibit A ¶¶ 2 and 6)

8. The Agreement provides as follows with respect to Defendant’s obligations to promote boxing events in which Plaintiff was to participate during the term of the Agreement:

3. Minimum Bouts and Purses

- (i) During the first year of this Agreement, Promoter shall offer to Fighter the right to participate in a minimum of Four (4) Bouts.

(ii) During the second year of this Agreement, Promoter shall offer to Fighter the right to participate in a minimum of Four (4) Bouts.

(iii) During the third year of this Agreement, Promoter shall offer to Fighter the right to participate in a minimum of Three (3) Bouts.

(iv) During the fourth year of this Agreement, Promoter shall offer to Fighter the right to participate in a minimum of Three (3) Bouts.

(See Exhibit A ¶ 3)

Defendant's Conduct

9. During the Term of the Agreement Plaintiff has been ready, willing, and able to participate in the number of Bouts specified in the Agreement and has made Defendant aware of his willingness, yet Defendant has only given Plaintiff the opportunity to participate in the following number of bouts:

Year 1	3 bouts
Year 2	2 bouts
Year 3	2 bouts
Year 4	1 bout

10. Cameron Dunkin executed the Agreement on behalf of Defendant.

11. Upon information and belief Mr. Dunkin was Defendant's owner and/or president.

12. Cameron Dunkin died on January 2, 2024.

13. On January 15, 2024, an attorney forwarded a letter to Plaintiff advising him that Kellie Dunkin (Cameron Dunkin's widow) has taken over the promotion of Plaintiff pursuant to a Trust dated July 27, 2023.

14. To date Defendant has not advised whether Ms. Dunkin or Defendant is a licensed Promoter.

15. Plaintiff avers that Mrs. Dunkin has absolutely no experience promoting professional boxing events.

16. Plaintiff's last bout took place on July 8, 2023.

17. Defendant has failed to offer any bout opportunities since that date.

18. During the Term of the Agreement Plaintiff became the World Champion of the IBO and IBF and by operation of paragraph 6 of the Agreement, the Term of the Agreement was extended.

AS AND FOR A FIRST CAUSE OF ACTION AGAINST DEFENDANT

(Declaratory Judgment of the Agreements lack of enforceability)

19. Plaintiff repeats and re-alleges each and every allegation contained in each foregoing paragraph with the same force and effect as if more fully set forth at length herein.
20. Paragraph 3 of the Agreement, which places no obligation upon Defendant to perform a task (pay Plaintiff a specific amount for a bout in which Plaintiff participates), which is the very essence of the Agreement and the basis of the bargain between Plaintiff and the Defendant, renders the Agreement illusory, lacking in mutual obligation and therefore void *ab initio*.
21. Paragraph 6 of the Agreement is vague and ambiguous insofar as it grants to Defendant the unilateral right to extend the Agreement if Plaintiff either challenges for or wins a World Title of certain specified sanctioning organizations.
22. Plaintiff avers that those provisions render the Agreement illusory and lacking in mutuality of obligation; and consequently, the Agreement is void *ab initio*.
23. Defendant has advised Plaintiff that it believes that the Agreement is valid and enforceable, and that Plaintiff is subject to the terms and obligations thereof.
24. By reason of the foregoing, a justiciable controversy exists between adverse parties, which involves a substantial legal right of Plaintiff-to wit the right to engage in his chosen livelihood and earn a living; and Plaintiff therefore seeks a Declaratory Judgment that the Agreement is void *ab initio*.

WHEREFORE Plaintiff seeks an order and judgment in favor of Plaintiff and against Defendant declaring that the Agreement is void.

AS AND FOR A SECOND CAUSE OF ACTION AGAINST DEFENDANT

(Claim for Breach of Contract)

25. Plaintiff repeats and re-alleges each and every allegation contained in each foregoing paragraph with the same force and effect as if more fully set forth at length herein.
26. Plaintiff and Defendant are parties to the Agreement.

27. The Agreement provided that Defendant was to provide Plaintiff with the opportunity to participate in at least 14 bouts during the term of the agreement.
28. Plaintiff has performed all of his obligations under and pursuant to the Agreement and was and is ready, willing, and able to participate in the requisite number of the bouts provided for in the Agreement.
29. Defendant has failed, without excuse, to perform its obligations to promote the requisite number of bouts as required by the Agreement
30. As a result of Defendant's breaches, as set forth herein, Plaintiff has suffered and will continue to suffer damages in the form of lost compensation and opportunities.

WHEREFORE, for the reasons set forth herein, Plaintiff demands judgment from Defendant in an amount no less than \$1,000,000 and a declaration from the Court that the Agreement is terminated as a result of Defendant's breach.

**AS AND FOR A THIRD CAUSE OF ACTION AGAINST DEFENDANT
(Claim for Injunctive Relief)**

31. Plaintiff repeats and re-alleges each and every allegation contained in each foregoing paragraph with the same force and effect as if more fully set forth at length herein.
32. Plaintiff is a professional boxer whose sole source of income is derived from purses which he receives as a result of his participation in professional boxing matches.
33. Defendant has refused and continues to refuse, without cause to provide Plaintiff with the opportunity to participate in professional boxing matches as set forth in the Agreement.
34. Defendant has refused to allow Plaintiff to participate in bouts promoted by other persons or entities citing as a reason the existence of the Agreement and its terms and conditions.
35. Defendant is essentially holding Plaintiff hostage rendering it impossible for Plaintiff to earn a living.
36. If Defendant is not given an opportunity to participate in Bouts he will not be able to support himself and he could lose opportunities to fight during the prime of his career and will thus be irreparably harmed.

WHEREFORE, Plaintiff seeks an injunction to prevent Defendants from taking any of the following acts:

1. Contacting and/or threatening or discouraging any person or entity from entering into any agreement with Plaintiff for Plaintiff's participation in professional boxing bouts pending the outcome of the instant lawsuit; and
2. Taking any actions to prevent Plaintiff from participating in professional boxing bouts pending the outcome of the instant lawsuit or making any attempts to seize garnish or otherwise interfere with

payments which Plaintiff shall receive as consideration for his participation in professional boxing bouts pending the outcome of this lawsuit.

Dated: February 6, 2024

/s/Arnold C. Joseph
Arnold C. Joseph, Esq.
Joseph & Associates
1801 Market Street.
Suite 2500
Philadelphia, Pa., 19103
P (215) 380-8334
F (215) 701-2092
acjoseph8@gmail.com

JURY DEMAND

Plaintiff hereby demands a trial by jury on all issues of fact and damages stated herein.

Dated: February 6, 2024
Philadelphia, Pa.

/s/Arnold C. Joseph
Arnold C. Joseph, Esq.

n Envelope ID: 7C414F0F-BE3B-4E61-AC9D-2B2A3438243B

VERIFICATION

I, **Jaron Ennis**, declare under the penalty of perjury that the foregoing is true and correct.

Signed this 7th day of February 2024

2/7/2024

DocuSigned by:
Jaron ennis
567407DE02BC4B9
Jaron Ennis